

IN THE DISTRICT COURT OF ADAMS COUNTY, NEBRASKA

NORTH SHORE ASSEMBLY OF GOD
CHURCH,

Plaintiff,

v.

BROTHERHOOD MUTUAL INSURANCE
COMPANY,

Defendant.

CASE NO. CI _____

COMPLAINT AND JURY DEMAND

Plaintiff North Shore Assembly of God Church ("Plaintiff"), for its Complaint against Defendant Brotherhood Mutual Insurance Company ("Defendant"), states and alleges as follows:

PARTIES

1. Plaintiff is a church located in Adams County, Nebraska.
2. Defendant is an insurance company engaging in the business of insurance in the State of Nebraska.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court pursuant to Neb. Rev. Stat. §§ 24-302 and 25-536 because Defendant transacts business within the State of Nebraska and, at all times relevant, contracted to insure Plaintiff's property.
4. Venue is proper in this Court pursuant to Neb. Rev. Stat. § 25-403.01 because the insured property is situated in Adams County, Nebraska.

FACTUAL BACKGROUND

5. Plaintiff is the owner of Homeowners Insurance Policy, Policy Number 26MO399108 (the "Policy"), which was issued by Defendant.

6. Plaintiff owns the insured property, which is specifically located at 100 West 33rd Street, Hastings, Adams County, Nebraska 68901 (the "Property").

7. Defendant sold the Policy insuring the Property to Plaintiff. Under the Policy, Defendant agreed to pay for damage to the Property.

8. On or about May 21, 2018, a massive hail storm struck Adams County, Nebraska (the "Hail Storm") and caused significant damages to many homes and businesses throughout the region including Plaintiff's church. Plaintiff's Property sustained extensive damage to the roof during the Hail Storm.

9. The damage to Plaintiff's Property as a result of the Hail Storm necessitates the replacement of the entire roof of Plaintiff's church.

10. The fair and reasonable value of the cost of replacing the roof on the Property is approximately \$618,732.92.

11. Plaintiff promptly and properly submitted a claim to Defendant for the costs of replacing the roof on the Property.

12. Defendant has failed and refused to pay such amount and has refused to tender any amount to Plaintiff to fix the damage to the Property.

13. Plaintiff has been unable to replace its roof as Defendant has refused and failed to pay the fair and reasonable cost of replacing the roof.

14. Defendant's failure to pay has caused additional damages to occur to Plaintiff's Property, including but not limited to, leaking water onto the Property.

15. Defendant knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

16. Defendant's entire process is unfairly designed to reach favorable outcome for Defendant at the expense of persons similarly situated as Plaintiff.

**FIRST CAUSE OF ACTION
BREACH OF CONTRACT**

17. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

18. Plaintiff had a contract for insurance with Defendant, the terms of which require Defendant to pay for the damage to Plaintiff's Property as a result of the Hail Storm.

19. Plaintiff has satisfied all conditions precedent under the contract of insurance with Defendant, which includes, but is not limited to, timely payment of all premiums and furnishing Defendant with timely written proof of the loss.

20. The hail damage to Plaintiff's roof is a covered loss under the Policy.

21. Defendant has breached the terms of the contract by refusing to pay for the necessary replacement of Plaintiff's roof.

22. As a direct and proximate result of Defendant's breach, Plaintiff will incur at least \$618,732.92 in damages to replace the roof, plus additional damages in an amount to be proven at trial.

WHEREFORE, Plaintiff North Shore Assembly of God Church prays that this Court enter a judgment in favor of Plaintiff and against Defendant Brotherhood Mutual Insurance Company on the above causes of action and award Plaintiff damages in an amount to be proven at trial, but not less than \$618,732.92, plus prejudgment and post-judgment interest, and its reasonable attorney fees, costs, and expenses pursuant to Neb. Rev. Stat. § 44-359, and for such other, further and different relief as the Court deems just and equitable.

**SECOND CAUSE OF ACTION
BAD FAITH**

23. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

24. Defendant owes Plaintiff a duty of good faith in the adjustment and payment of claims under the Policy.

25. Defendant has acted in bad faith by unreasonably, and without a proper basis, denying Plaintiff the benefit to which it is entitled to under the Policy.

26. Defendant knew that it lacked a reasonable basis to deny Plaintiff's claim because Plaintiff's roof damage is a covered loss under the Policy, and Plaintiff has provided Defendant with the fair and reasonable notice of the loss for its damaged roof.

27. Defendant has acted with a reckless disregard in subsequently refusing and failing to pay for Plaintiff's roof damage necessitated by a hail storm.

28. Defendant acted in bad faith when it refused and failed to pay for the replacement of Plaintiff's roof necessary as a result of hail damage, a covered loss under the Policy, and to pay the costs thereof.

29. As a result of Defendant's bad faith refusal to pay for the necessary, fair, and reasonable costs of replacement of the roof, Plaintiff has sustained additional damages, including but not limited to, damages to the inside of its Property, which now leaks and has water damage, plus economic damages and other consequential damages.

WHEREFORE, Plaintiff North Shore Assembly of God Church prays that this Court enter a judgment in favor of Plaintiff and against Defendant Brotherhood Mutual Insurance Company on the above causes of action and award Plaintiff damages in an amount to be proven at trial, but not less than \$618,732.92, plus prejudgment and post-judgment interest, and its reasonable attorney fees, costs, and expenses pursuant to Neb. Rev.

Stat. § 44-359, and for such other, further and different relief as the Court deems just and equitable.

JURY DEMAND

Plaintiff hereby requests a trial by jury on all issues triable by jury.

Dated this 1st day of December, 2020.

NORTH SHORE ASSEMBLY OF GOD
CHURCH, Plaintiff,

By: /s/ Julie Schultz Self

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